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**An ACT to Impower the Committee or Committees of Thomas Southcote, Esquire, a Lunatick, for the Time being, to make Leases, and Copyhold Grants, of his Estates in the Counties of Berks, Essex, and Surry; and for other Purposes therein mentioned.**

Whereas by Indentures of Lease and Release, bearing Date respectively the Nineteenth and Twentieth Days of December in the Year of our Lord One thousand Seven hundred and Ninety the Release being Quinquupartite, and made, or mentioned to be made, between Sir Edward Southcott, of Wytham in the County of Essex, Knight, and John Southcott, Esquire (Son and Heir apparent of the said Sir Edward Southcott), both since deceased, of the First Part; Charles Salkeld, of the Parish of Saint Andrew, Holborn, in the County of Middlesex, Gentleman, since deceased, and Nevile Ridley, of the Parish of Saint Anne, Soho, in the said County, Gentleman, also since deceased, of the Second Part; the most Noble Thomas then Duke of Norfolk, Earl-Marshal of England, since deceased, the Honourable Walter Aston, afterwards Lord Aston, since deceased; and Ash Windham, of Felbrigge, in the County of Norfolk, Esquire, also since deceased, of the Third Part; Anthony Bramston, of Skreen, in the said County of Essex, Esquire, since deceased, and Christopher Bedingfield, of Wighton, in the said County of Norfolk, Esquire, also since deceased, of the Fourth Part; and Edward Paslon, of Town-Barningham, in the

the said County of *Norfolk*, Esquire, since deceased, and *Mary Paston*, Spinster, eldest Daughter of the said *Edward Paston*, of the Fifth Part; and, by common Recoveries suffered in pursuance thereof, in Consideration of a Marriage then intended (and which was afterwards solemnized) between the said *John Southcott*, and *Mary Paston*, and for other the Considerations therein mentioned, all that the Manor of *Albury*, with the Rights, Members, and Appurtenances thereof, in the County of *Surry*; and all that the Manor and Farm of *Chalvedon*, alias *Chaldon*, with the Rights, Members, and Appurtenances thereof, in the said County of *Surry*, and the Advowson, Presentation, and Right of Patronage, of the Rectory and Parish-Church of *Chalvedon*, alias *Chaldon* aforesaid; and all that the Manor of *Drayton*, with all the Rights, Members, and Appurtenances thereof, in the County of *Berks*; and all that the Rectory and Parsonage of *Drayton* aforesaid, with all and singular the Tythes, Oblations, Obventions, Profits, Commodities, and Hereditaments, to the same belonging, together with the Advowson, Presentation, and Right of Patronage, of and to the Vicarage there; and all that the Third Part of the Tythes of *Hanny*, with all and singular the Profits to the same belonging, in the said County of *Berks*; and all and singular other the Manors, Messuages, Lands, Tenements, Tythes, Rents, Reversions, Services, and Hereditaments whatsoever, of the said Sir *Edward Southcott*, and *John Southcott*, or either of them, whereof or wherein they, or either of them, or any other Person or Persons in Trust for them, or either of them, or for their or either of their Use or Benefit, had any Estate whatsoever in Possession, Reversion, Remainder, or Expectancy, situate, lying, and being, or usually had, perceived, and taken, within the several Towns, Parishes, Hamlets, or Fields, of *Albury*, *Messham*, *Galton*, *Blotchingley*, *Chalvedon*, alias *Chaldon*, *Drayton*, *Sutton*, *Hanny*, and *Sutton-Wick*, of every or any of them, in the said several Counties of *Surry* and *Berks*, or either of them; and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, were, in Consideration of the Marriage then intended, and which afterwards took Effect, between the said *John Southcott*, and *Mary Paston*, and for other the Considerations therein mentioned, conveyed, limited, and assured, to take Effect, on the Solemnization of the said intended Marriage, to the several Uses, and for the several Intents and Purposes, following; that is to say, As to Part of the said Premises, being such of them as were situated or arising in the County of *Surry*, and some Part of those which were situated or arising in the County of *Berks*, to the Use of such of the Trustees as were therein named, for a Term of Ninety-nine Years, upon Trust to raise and pay certain yearly Sums for, and for the Benefit of, the said *Mary Paston*, during the Coverture between her and the said *John Southcott*; which Term, by virtue of a Proviso contained in the said Settlement, is since determined by her Death; with Remainder, as to the said Premises comprised in the said Term, from and after the Determination thereof, to the Use of the said *John Southcott*, for Life, without Impeachment of Waste; with Remainder to Trustees, and their Heirs, during his Life, in Trust to preserve contingent Remainders; and, after the Decease of the said *John Southcott*, to the Use of the said *Mary Paston*, for Life, for her Jointure; with Remainder to the Use of the First and every other Son of the said *John Southcott*, on the Body of the said *Mary Paston* to be begotten, successively in Tail Male; with Remainder to the said *Thomas Duke of Norfolk*, *Walter Aston*, and *Asb Windham*, their Executors, Administrators, and Assigns, for the Term of Four hundred Years, upon Trust to raise, as well by and out of the Premises comprised in that Term, as by and out of the Hereditaments comprised in another Term of Five hundred Years, therein after to them limited, certain Sums for the Portions of the Daughters of the said *John Southcott*, by the said *Mary Paston*; which Term, by virtue of a Proviso contained in the said Settlement, became void, by reason of there never having been any such Daughters;

with

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with Remainder to the Use of the First and every other Son of the said *John Southcott*, on the Body of any Woman to be begotten as he should happen to marry after the Decease of the said *Mary Paston*, successively in Tail Male; and, for Default of such Issue, to the Use of the said *Sir Edward Southcott*, for Life, without Impeachment of Waste; with Remainder to Trustees, and their Heirs, during his Life, upon Trust to preserve contingent Remainders; and as for and concerning the Residue of the said Premises in the said County of *Berks*, and all and singular other the Premises not before limited to the said *John Southcott*, and *Mary* his then intended Wife, for their respective Lives, with their Appurtenances, to the Use of the said *Sir Edward Southcott*, for Life, without Impeachment of Waste; with Remainder to the said Trustees, and their Heirs, during his Life, upon Trust to preserve contingent Remainders; with Remainder to the Use of the said *John Southcott*, for Life, without Impeachment of Waste; with Remainder to the said Trustees, and their Heirs, during his Life, upon Trust to preserve contingent Remainders; and, after the Decease of the said *John Southcott*, to the Use of the said *Thomas Duke of Norfolk*, *Walter Aston*, and *Asb Windham*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years; upon Trust to raise, as well out of the Premises comprised in that Term, as out of the said other Hereditaments comprised in the said Term of Four hundred Years, the said Sums for the Portions of the Daughters of the said *John Southcott*, by the said *Mary Paston*; which Term of Five hundred Years is, by virtue of a Proviso contained in the said Settlement, since also determined, by reason of there being no such Daughters, as aforesaid; with Remainder to the Use of the First and every other Son of the said *John Southcott*, on the Body of said *Mary Paston* to be begotten, successively in Tail Male; and, for Default of such Issue, to the Use of the First and every other Son of the said *John Southcott*, on the Body of any Woman to be begotten as he should happen to marry after the Decease of the said *Mary Paston* successively in Tail Male; and the Remainder of all the said several Manors, Lands, and Hereditaments, to take Effect upon the Determination of the several Uses and Estates thereof before limited; and, as the same several Uses and Estates should respectively end and determine, to the Use of *Thomas Southcott*, Gentleman, Third Son of the said *Sir Edward Southcott*, for Life, without Impeachment of Waste; with Remainder to Trustees, and their Heirs, during his Life, in Trust to preserve contingent Remainders; Remainder to the First and every other Son of the said *Thomas Southcott*, lawfully begotten or to be begotten successively, in Tail Male; Remainder to *Edward Southcott*, Gentleman, Fourth Son of the said *Sir Edward Southcott*, for Life, without Impeachment of Waste; with Remainder to the said Trustees, and their Heirs, during his Life, upon Trust to preserve contingent Remainders; Remainder to the First and every other Son of the said *Edward Southcott*, lawfully begotten or to be begotten, successively in Tail Male; Remainder to *Philip Southcott*, Gentleman, Fifth Son of the said *Sir Edward Southcott*, for Life, without Impeachment of Waste; with Remainder to the said Trustees, and their Heirs, during his Life, upon Trust to preserve contingent Remainders; Remainder to the First and every other Son of the said *Philip Southcott*, lawfully begotten or to be begotten, successively in Tail Male; with Remainder to the right Heirs of the said *Sir Edward Southcott* for ever: And in and by the said Indenture of Release, or Settlement, a Power, or Proviso was inserted and contained, to enable the said *Sir Edward Southcott*, and the said *John Southcott*, to make such Leases or Grants of the said Lands, Hereditaments, and Premises, as therein is mentioned; and therein also was inserted a Power, or Proviso, to enable the said *Thomas Southcott*, *Edward Southcott*, and *Philip Southcott*, to make Leases of the Premises in the Words following; that is to say, " Provided also, That it shall and may be lawful to and for the said *Thomas Southcott*, *Edward Southcott*, and *Philip Southcott*, severally and successively, when and as they, or any of them, respectively shall come to, and be

" in,

“ in, the actual Possession of the said Manors, Lands, Tenements, Heredita-  
 “ ments, and Premises, by virtue of the Limitations and Uses herein before  
 “ limited and declared of the same, to the Use of them respectively, as afore-  
 “ said, by any Deed or Deeds, Writing or Writings, indented under their re-  
 “ spective Hands and Seals, to be attested by Two or more credible Witnesses,  
 “ to make any Lease or Leases, Demises, or Grants, of the said Lands, Tene-  
 “ ments, Hereditaments, and Premises, whereof they shall respectively be so  
 “ possessed, which have heretofore been usually letten in Lease to any Person or  
 “ Persons whatsoever, for One, Two, or Three Life or Lives, in Possession or  
 “ Reversion, or for any Number of Years determinable upon the Death of One,  
 “ Two, or Three, Life or Lives, in Possession, Reversion, or Expectancy, or  
 “ for One-and-twenty Years, or under, in Possession, so as no such Tenement,  
 “ Land, or Thing, so to be demised or leased, as aforesaid, be, or shall be, by  
 “ means of any such Demise, Lease, or Grant, charged at any one time with any  
 “ larger or longer Estate or Estates, or Interest, in Possession and Reversion (both  
 “ Estates being added together), than for the Term of Three Lives, or for a Term  
 “ or Number of Years determinable upon the Death of One, Two, or Three,  
 “ Life or Lives; and so as, upon every such Demise, Lease, or Grant, to be made  
 “ by the said *Thomas Southcott, Edward Southcott, and Philip Southcott*, as aforesaid, the  
 “ antient yearly Rent and Rents, Customs, Services, and Duties, or more, be reserved  
 “ due and payable during the Continuance of every such Demise, Lease, or Grant;  
 “ and so as the said Leases, or any of them, shall not impeach or prejudice the  
 “ said several Estates or Terms of Four hundred Years, and Five hundred Years,  
 “ herein before limited, to or to the Use of the said *Thomas Duke of Norfolk,*  
 “ *Walter Aston, and Asb Windham*, as aforesaid; or any of the Trusts herein be-  
 “ fore declared or expressed, of, for, and concerning the same; and so as the said  
 “ Leases, or any of them, be not made without Impeachment of Waste; any  
 “ thing herein before contained to the contrary hereof in any-wise notwithstanding.”

And whereas by an Act of Parliament made in the Thirteenth Year of his  
 late Majesty King George the First, of blessed Memory, intituled, *An Act for the*  
*Sale of the Manor of Albury, in the Parish of Meastham, and the Manor of Chaldon,*  
*and other Lands, in the County of Surry, Part of the Estate of John Southcott,*  
*Esquire, for the Purposes therein mentioned; and for settling the Capital Messuage of*  
*Witham-Place, and other Lands, in the County of Essex, of the same Value, Part of*  
*the Estate of Sir Edward Southcott, Knight, Father of the said John Southcott, to*  
*the like Uses;* reciting therein, in Part, the said Indentures of Lease and Release,  
 or Settlement, so dated on or about the said Nineteenth and Twentieth Days of  
*December One thousand Seven hundred and Nine,* before recited in this Act; and  
 reciting, or taking notice, in that Act of Parliament, That, by Indentures of Lease  
 and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *June,*  
 which was in the Year of our Lord One thousand Seven hundred and Twenty-one,  
 the Release being Tripartite, and made between the said *Sir Edward Southcott,* of  
 the First Part; *Jane Lister,* one of the Daughters of *Michael Lister,* late of *Bur-*  
*well,* in the County of *Lincoln,* Esquire, of the Second Part; the Right Honoura-  
 ble *William Earl of Stafford, Newsome Peers,* of *Alverstone* in the County of *Warwick,*  
 Esquire, and *John Walpole of Gray's-Inn,* in the County of *Middlesex,* Esquire, of the  
 Third Part; all that ~~the~~ Capital Messuage, or Mansion-house, commonly called or  
 known by the Name of *Witham-Place,* alias *Petworths,* with all the Orchards,  
 Gardens, Yards, Barns, Stables, Dovecotes, Outhouses, Buildings, and Appurte-  
 nances whatsoever, with the same then used or enjoyed; and also all that Close  
 of Pasture, commonly called or known by the Name of *Hiber Moors;* and also  
 One other Close, commonly called or known by the Name of the *Gravel-pit-*  
*Field;* and also One other Close, commonly called or known by the Name of  
*the Walk-Field;* and also One other Close, commonly called or known by the Name  
 of



of the *Rye-Grass Field*; and also One other Close, commonly called or known by the Name of the *Layes Forty Acres*; and also One other Close, commonly called or known by the Name of the *Further Moors*; and also One other Close, commonly called or known by the Name of the *Dick Mead*; and also One other Close, commonly called or known by the Name of the *Great Home Field*; and also One other Close, commonly called or known by the Name of the *Little Home Field*; all situate, lying, and being, in the Parishes of *Witbam* and *Faulkborne* in the said County of *Essex*, and then in the several Tenures and Occupations of the said Sir Edward Southcott, and

*Hamond*, their Under-tenants or Assigns, together with all Ways, Easements, Commons, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said Capital Messuage and Premises belonging, or in any-wise appertaining; were, in Consideration of a Marriage then intended, and which was after solemnized, between the said Sir Edward Southcott and *Jane Lister*, settled and conveyed upon Trust for the said Sir Edward Southcott, his Heirs and Assigns, until the said intended Marriage should take Effect; and, after the Solemnization thereof, then upon Trust for the said Sir Edward Southcott, for his Life, without Impeachment of Waste; with Remainder to the said *William Earl of Stafford*, *Newsome Peers*, and *John Walpole*, and their Heirs, upon Trust that in case the said *Jane Lister* should outlive the said Sir Edward Southcott, then the said *William Earl of Stafford*, *Newsome Peers*, and *John Walpole*, and their Heirs, should, during the Life of the said *Jane Lister*, out of the Rents, Issues, and Profits, of the said Premises, pay unto the said *Jane Lister*, or her Assigns, the yearly Sum of One hundred Pounds, for the Term of her Life, for her Jointure; and, from and after her Decease, that then the said *William Earl of Stafford*, *Newsome Peers*, and *John Walpole*, and their Heirs, should stand seised, to the Use of the Heirs of the Body of the said Sir Edward Southcott, to be begotten on the Body of the said *Jane Lister*; and, for want of such Heirs, to the Use of the right Heirs of the said Sir Edward Southcott for ever; and farther reciting, or taking notice, in the said Act of Parliament, That the said Sir Edward Southcott was seised in Fee of a certain Messuage or Farm, with the Lands, Tenements, and Hereditaments, thereunto belonging, commonly called *Chipperfield's Farm*, lying and being in the Parishes of *Witbam* and *Rivenhall*, or one of them, in the said County of *Essex*, formerly in the Tenure or Occupation of *Robert Chipperfield*, and afterwards in the Tenure of Sir Edward Southcott, and since in the Tenure or Occupation of *William Porter*, or his Assigns, under the yearly Rent of Eighty Pounds, and Twenty Quarters of Barley yearly; and that, by certain Indentures of Lease and Release, bearing Date respectively the Twenty-ninth and Thirtieth Days of August One thousand Seven hundred and Fourteen, the said Sir Edward Southcott had mortgaged the said Farm unto *Walter Aston*, of *Standen* Lordship, in the County of *Hertford*, Esquire, Son and Heir apparent of the Honourable *John Stafford*, of *Stafford-House*, *Westminster*, Esquire, and *Newman Barwell*, of *Witbam* aforesaid, Esquire, and their Heirs, upon several Trusts, redeemable on Payment of Three hundred Pounds, and Interest; and farther taking notice, in the said Act, That the said Sir Edward Southcott, by one other Indenture, bearing Date the Thirteenth Day of June One thousand Seven hundred and Twenty-two, had also mortgaged the said Farm, called *Chipperfield's Farm*, to the said *Newsome Peers*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, redeemable upon Payment of Six hundred and Fifty Pounds, and Interest, upon Trust, and for the Use of the said *Jane Lister*, afterwards Dame *Jane Southcott*; and also reciting, or taking notice, in the said Act, That the said *John Southcott*, and *Mary* his Wife, had not had any Issue begotten between them since their Inter-marriage; and that the said Sir Edward Southcott had Four younger Sons then living, for whom he was desirous to make some Provision in his Life-time, which he was not able to do by any other Way, being indebted, as aforesaid, than by Sale of the said Capital Messuage of *Witbam-Place*; and reciting, That the said *John Southcott*, *Mary* his Wife, *Thomas Southcott*, *Edward Southcott*, and *Philip South-*

*of y<sup>e</sup> said*

*+ W<sup>m</sup> Stafford Esq*

*Southcott*, were desirous to have the said Capital Messuage of *Witbam-Place*, with all the Lands and Tenements thereunto belonging, which were comprised in the said Indenture Tripartite, bearing Date the Seventeenth Day of *June* One thousand Seven hundred and Twenty-one, and also all that the said Farm called *Chipperfield's Farm*, settled upon them, and their Children, the said Capital Messuage being the antient and only Seat of the Family, on which there was a very good House, with convenient Outhouses and Gardens, and to which Messuage the said Farm, called *Chipperfield's Farm*, lay contiguous; and, for that End, had agreed with the said *Sir Edward Southcott*, and Dame *Jane Southcott*, his Wife, that the said Manors of *Albury* and *Chalvedon*, alias *Chaldon*, and several other Lands and Tenements lying in the said County of *Surry*, therein after particularly mentioned and described, amounting, all together, to the yearly Value of Two hundred and Twenty-one Pounds Five Shillings, Part of the Lands and Tenements lying and being in the said County of *Surry*, therein before-mentioned to be settled by the said Indenture Quinquartite, bearing Date the Twentieth Day of *December* One thousand Seven hundred and Nine, should be sold in lieu of the said Capital Messuage of *Witbam-Place*, and that the said Capital Messuage of *Witbam-Place*, with the Lands and Tenements thereunto belonging, together with the said Farm called *Chipperfield's Farm*, all lying and being in the said County of *Essex*, should be settled to the same Uses as the said Manors of *Albury* and *Chalvedon*, alias *Chaldon*, were settled, by the said Indenture Quinquartite, from and after the Death of the said *John Southcott*, and *Mary Southcott*, and the longer Liver of them, the said Capital Messuage of *Witbam-Place*, with the Lands and Tenements thereunto belonging, together with the said Farm called *Chipperfield's Farm*, being of as great a yearly Value (besides the House and Gardens) as the Lands and Premises were, which were intended to be sold, as aforesaid, and a full Equivalent for the same: To the End, therefore, that the said Capital Messuage of *Witbam-Place* might be preserved to the Family of the *Southcotts*; and that *Sir Edward Southcott* might be enabled to raise Money for the Provision of his younger Children, and for the Payment of his Debts, by the Sale of the said Manors of *Albury*, and *Chalvedon*, alias *Chaldon*, and the said other Lands in *Surry*, to the Value of Two hundred and Twenty-one Pounds Five Shillings a Year, in lieu thereof; which could not be effected without the Aid of an Act of Parliament, by reason of the said Settlement made upon the Marriage of the said *John Southcott*, and *Mary* his then Wife; it was Enacted, That all that the Manor and Farm of *Albury*, with the Rights, Members, and Appurtenances thereof; and the Manor, Capital Messuage, and Farm, of *Chalvedon*, alias *Chaldon*, with the Rights, Members, and Appurtenances thereof; and several other Lands, Tenements, and Hereditaments, in the County of *Surry*, in the said Act particularly mentioned; Part of the Lands and Premises settled by the said Indenture Quinquartite, dated the Twentieth Day of *December* One thousand Seven hundred and Nine: And also the said Capital Messuage, or Mansion-house, called *Witbam-Place*; and all and singular the Messuages, Lands, Tenements, and Hereditaments, thereunto belonging; and all other the Messuages, Lands, Tenements, and Hereditaments, before-mentioned to be comprised in the said Indenture Tripartite, bearing Date the Seventeenth Day of *June* One thousand Seven hundred and Twenty-one; and also the said Farm called *Chipperfield's Farm*, together with all and every the Lands, Tenements, and Hereditaments, thereunto belonging, or therewith usually occupied or enjoyed, then or late in the Tenure of *William Porter*, or his Assigns, with their Rights, Members, and Appurtenances; and the Fee-simple and Inheritance of all the said Premises; should be, from the First Day of *May* in the Year of our Lord One thousand Seven hundred and Twenty-seven, vested in *John Culbeth* and *Francis Loggin*, both of *Gray's-Inn*, in the County of *Middlesex*, Gentlemen, and their Heirs, upon the Trusts, and to and for the Uses, Intents, and Purposes, herein after-mentioned; that is to say, As for and concerning the said Manors of *Albury* and *Chalvedon*, alias *Chaldon*, and all other the Messuages, Lands, Tenements, and Hereditaments, therein particularly mentioned to be comprised in the said Indenture Quinquartite, dated the



the Twentieth Day of *December* One thousand Seven hundred and Nine, and proposed to be sold as in the said Act of Parliament is mentioned, upon Trust to make Sale, and dispose thereof, for the best Price or Prices that could be reasonably had or got for the same; and, out of the Money arising by such Sale or Sales thereof, to pay off and discharge the said Two several Mortgages of *Chipperfield's Farm* for the said several Sums of Three hundred Pounds, and Six hundred and Fifty Pounds, and all Interests due for the same, and all other Incumbrances whatsoever upon the said Farm, or upon the said Capital Messuage, called *Wubam-Place*, or other the Lands comprised in the said Indenture Tripartite, bearing Date the Seventeenth Day of *June* One thousand Seven hundred and Twenty-one; and to pay the Residue of the Moneys arising by such Sale, in the Manner and for the Purposes in the said Act mentioned: And as for and concerning the said Capital Messuage, or Mansion-house, called *Wubam-Place*, and all and singular the Messuages, Lands, Tenements, and Hereditaments, thereunto belonging; and all other the Farms, Lands, Tenements, and Hereditaments, before-mentioned to be comprised in the said Indenture Tripartite, bearing Date the Seventeenth Day of *June* One thousand Seven hundred and Twenty-one; and also the said Farm called *Chipperfield's Farm*; it was thereby Enacted, That the said *John Culbeth* and *Francis Loggin*, and their Heirs, should stand and be seised thereof, and of every Part thereof, to the Use of *John Eyre*, of *Bury's-Hall*, in the County of *Norfolk*, Esquire, and the said *Christopher Bedingfeld*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *John Southcott*, and *Mary* his Wife, or either of them, should so long live, upon Trust to make certain Payments thereout for their Use and Benefit, as therein is mentioned; which Trusts, by their Deaths, are all determined; and after the Determination of that Estate, then to the Use of the said *Sir Edward Southcott*, and Dame *Jane Southcott*, his Wife, for their respective Lives, and the Life of the longer Liver of them, if the said *John Southcott*, and *Mary Southcott*, or either of them, should so long happen to live, the said *Sir Edward Southcott* to hold the said Premises, without Impeachment of Waste; and, after the Determination of that Estate, then to such and the same Uses, Trusts, Intents, and Purposes, and subject to, and under the same Proviso, Conditions, Limitations, Estates, Terms, and Agreements, as the said Manors of *Albury* and *Chalidon*, alias *Chalvedon*, with the Lands thereunto belonging, were limited or settled by the said Indenture Quinquartite, bearing Date the Twentieth Day of *December* One thousand Seven hundred and Nine, subject to a Proviso, whereby the said Dame *Jane Southcott* was enabled to take the Rents and Profits of the said Capital Messuage of *Wubam Place*, and other the Lands and Premises so settled as aforesaid, to and for her own Use and Behoof, during her Life, upon certain Contingencies and Conditions therein expressed; which Interest is since determined by her Death:

And whereas the said Manors of *Albury* and *Chalvedon*, and other the Lands and Premises vested in Trustees to be sold, as aforesaid, were, in pursuance of the said Act of Parliament, accordingly sold, and disposed of; and the said Two several Mortgages for Three hundred Pounds, and Six hundred and Fifty Pounds, and the Interest thereof (being all the Incumbrances that in any-wise affected the said Estates in the County of *Essex*), were paid off and discharged out of the Money arising by the Sale of the said Manors and Premises:

And whereas the said *John Southcott* departed this Life in the Life-time of the said *Sir Edward Southcott*, without ever having had any Issue of his Body lawfully begotten; and the said *Mary Southcott* his Wife, and also the said Dame *Jane Southcott*, also died in the Life-time of the said *Sir Edward Southcott*; and the said *Sir Edward Southcott* having departed this Life some time in the Month of *February* One thousand Seven hundred and Fifty; the said *Thomas Southcott* did thereupon, by virtue of the Limitations contained in the said Indenture of Release Quinquartite, or Settlement, dated the Twentieth Day of *December* One thousand Seven hundred and Nine, and of the said recited Act of Parliament, become seised of such Part of the said Manors, Lands, and Hereditaments, in the County of *Surry*, comprised in the said last-mentioned Indenture Quinquartite, or Settlement,

to be demised, leased, or granted for Lives, or for Years determinable on the Dropping of Lives respectively, any greater Estate or Interest subsisting at any one time, than what will wear out, or be determinable on the Dropping of the Lives of Three Persons all that time in being; and so as all such Demises, Leases, and Grants, either for Lives, or for Years determinable on Lives, or for Years absolute, be under the farther Restrictions following; that is to say, That no Demise, Lease, or Grant, for Twenty-one Years absolute, or for any lesser Term, or of Lives, or for any Number of Years determinable on the Dropping of One Life, or for Two or Three Lives, shall be valid in the Law, unless there be contained in every such Demise, Lease, or Grant respectively (other than on Grants by Copy of Court-rolls), Conditions of Re-entry for Non-payment of the Rents thereby to be reserved; and unless such Demises, Leases, or Grants, shall be so framed, as that there be not contained therein any Clause or Clauses, whereby any Power or Authority shall be given to any Lessee or Grantee whatsoever to commit Waste, or whereby any such Lessee or Grantee shall be exempted from Punishment for committing the same; and unless the respective Lessees, to whom Leases shall be made by indenture, do seal and execute Counterparts thereof.

**And it is hereby further Enacted and Declared,** That all and every Fine and Fines, Sum and Sums of Money, which shall be contracted to be paid upon, or in Consideration of, the making, renewing, or granting, any Leases, Demises, or Copyhold Grants, to be made and granted by virtue, and in pursuance, of this present Act, shall be paid unto, and received by, the said *Philip Southcott*, and such other Person or Persons as, for the Time being, shall be appointed the Committee or Committees of the Estate of the said *Thomas Southcott* the Lunatick, as aforesaid; and the same shall be applied, disposed of, and accounted for, by the said *Philip Southcott*, and such other Committee or Committees, as aforesaid, in such manner as he and they are, by Law, to apply, dispose of, and account for, the annual Rents and Profits to be by him or them received of the said *Thomas Southcott* the Lunatick's real Estates.

**And it is hereby Declared,** That the Receipt or Receipts which shall from time to time be given by the said *Philip Southcott*, and by such other Person or Persons as shall be so appointed the Committee or Committees of the said Lunatick's Estate, as aforesaid, shall be a sufficient Discharge to all and every Person and Persons to whom any Leases, Demises, or Copyhold Grants, shall be made or granted, for so much Money as shall be actually, and *bona fide*, paid for the same; and, after such Receipt or Receipts given, such Person and Persons shall be, and are hereby, absolutely acquitted and discharged of and from the same; and they, or any of them, shall not be answerable or accountable for any Loss, Misapplication, or Non-application of such Money, or any Part thereof.

**And it is hereby also Enacted and Declared,** That all and every Person and Persons to whom any Lease, Demise, or Copyhold Grant, shall be made or granted, in pursuance of this Act, shall have, hold, and enjoy the Lands and Hereditaments to be comprised in such Leases, Demises, or Copyhold Grants, according to the respective Estates and Interests to them respectively granted against the said *Thomas Southcott* the Lunatick; and all and every other Person and Persons claiming, or to claim, by, from, or under, the Limitations contained in the said Settlement of the Twentieth Day of *December* One thousand Seven hundred and Nine; or by, from, or under, the said recited Act of Parliament.

**Provided always, and it is hereby Enacted and Declared,** That the said *Philip Southcott*, and the Person and Persons so being Committee and Committees of the said Lunatick's Estate, as aforesaid, his and their Heirs, Executors, and Administrators respectively, shall not, neither shall any of them, be answerable or accountable for any Money to be received by virtue of, or under the Powers, Authorities, Trusts, or Directions, by this Act given, granted, declared, or provided, any otherwise than for such Sum and Sums as he or they shall respectively actually receive; nor for any Broker, Goldsmith, Banker, or other Person, with whom, or in whose Hands, any Part of such Moneys shall or may be deposited or lodged, for



for safe Custody; nor for any Collector, Receiver, or other Person, to whom such Moneys shall or may be paid, in pursuance of this present Act; neither shall the said *Philip Southcott*, or the Person or Persons so being Committee or Committees of the said Lunatick, as aforesaid, his or their Heirs, Executors, or Administrators, be answerable or accountable for any involuntary Loss or Damage which may happen in the Execution or Defence of the aforesaid Powers, Trusts, or Directions, or in relation thereto; except the same shall happen by or through his and their respective willful Defaults.

And it is hereby also Enacted, That it shall and may be lawful to and for the said *Philip Southcott*, and all other Person and Persons who shall be appointed the Committee or Committees of the said Lunatick, or his Estate, as aforesaid, and to and for his and their respective Executors and Administrators, as well by and out of the Fines or Sums of Money which shall come to his Hands, on the making, granting, and renewing such Leases and Grants as before are mentioned, as by and out of the annual Rents and Profits which shall be by him or them received by or out of the said Lunatick's Estate, to retain to and reimburse himself and themselves respectively, as well the Expences and Charges of obtaining this Act, as all such other Costs, Charges, Damages, and Expences, as he or they shall or may sustain, be at, or put unto, in and about the Management, Execution, or Defence, of the Powers or Trusts hereby given to or reposed in him and them, or in any-wise relating thereunto.

Saving to the KING's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Executors, and Administrators (Other than and except the said *Thomas Southcott*, *Edward Southcott*, and *Philip Southcott*, and the First and other Sons of their respective Bodies, and the Heirs Male of the Bodies of such First and other Sons, and all and every other Person and Persons having or claiming, or who shall or may at any time or times hereafter have or claim, any Estate, Right, Title, or Interest, in, to or out of, the aforesaid Manor, Messuages, Lands, Tenements, and Hereditaments, under or by virtue of the Limitations contained in the said Indenture of Release, bearing Date the Twentieth Day of *December* One thousand Seven hundred and Nine, or under or by virtue of the said recited Act of Parliament), All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Manor, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby made subject to the Powers and Authorities given, granted, and provided, by this Act, as they, every or any of them, had before the Passing of this Act, or could or might have had or enjoyed, in case this Act had not been made.

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for the Custody; nor for any Collector, Receiver, or other Person, to whom such Money shall or may be paid, in pursuance of this present Act; neither shall the said Public Subsidies, or the Payment or Return being Remitted or Committed of the said Linnick, as aforesaid, his or their Heirs, Executors, or Administrators, be answerable or accountable for any involuntary Loss or Damage which may happen in the Execution or Defence of the aforesaid Powers, Privileges, or Directions, or in relation thereto; except the same shall happen by or through his and their respective willful Default.

And it is further enacted, That it shall and may be lawful to and for the said Public Subsidies, and all other Person and Persons who shall be appointed the Committee or Committees of the said Linnick, or his Estate, as aforesaid, and to and for his and their respective Executors and Administrators, as well by and out of the Tines or Sums of Money which shall come to his Hands, or the making, granting, and renewing such Leases and Grants as before are mentioned, as by and out of the annual Rents and Profits which shall be by him or them received by or out of the said Linnick's Estate, to retain to and reimburse himself and themselves respectively, as well the Expenses and Charges of obtaining this Act, as all such other Costs, Charges, Damages, and Expenses, as he or they shall or may sustain, be at, or be unto, in and about the Management, Execution, or Defence, of the Powers or Privileges hereby given to or imposed in him and them, or in any-wise relating thereto.

Enacting to the King's Most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his Heirs and their Heirs, Executors, and Administrators (Other than and except the said Public Subsidies, Robert Southwell, and Public Subsidies, and the said and other Persons of their respective Bodies, and the Heirs Male of the Bodies of each of them, and all and every other Person and Persons having or claiming, or who shall or may at any time or times hereafter have or claim, any Estate, Right, Title, or Interest, in or out of, the aforesaid Manor, Messuages, Lands, Tenements, and Hereditaments, under or by virtue of the Limitations contained in the said Indenture of Release, bearing Date the Twentieth Day of December, One thousand seven hundred and Nine, or under or by virtue of the said recited Act of Parliament), All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Manor, Messuages, Lands, Tenements, Hereditaments, and Premises, hereby made, to the Powers and Authorities given, granted, and provided, by this Act, or before the passing of this Act, or could have been made.

*An ACT to Impower the Committee or Committees of Thomas Southcott, Esquire, a Linnick, for the Time being, to make Leases, and Copyhold Grants, of his Estates in the Counties of Berks, Essex, and Surrey; and for other Purposes therein mentioned.*

[ 1752 ]